

### UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS **EASTERN DIVISION**

ANTHONY MARANO COMPANY

**Plaintiff** 

٧.

MS-GRAND BRIDGEVIEW, INC., an Illinois corporation, d/b/a MELROSE FRESH MARKET, PETER LIMPERIS, and MAKIS LIMPERIS

Defendants

JACK TUCHTEN WHOLESALE PRODUCE, INC. 2404 S. WOLCOTT, Suite 31 Chicago, Illinois 60608 (312) 226-4536

Intervening Plaintiff

٧.

MS-GRAND BRIDGEVIEW, INC., an Illinois corporation, d/b/a MELROSE FRESH MARKET, 10280 S. Harlem Avenue Bridgeview, Illinois 60455 (708) 398-6330

and

PETER LIMPERIS 10280 S. Harlem Avenue Bridgeview, Illinois 60455 (708) 398-6330

and

MAKIS LIMPERIS 10280 S. Harlem Avenue Bridgeview, Illinois 60455 (708) 398-6330

**Defendants** 

Case No. 08CV4244 Judge Zagel Magistrate Judge Brown

**EXHIBIT A** 

## COMPLAINT IN INTERVENTION (To Enforce Payment From Produce Trust)

Jack Tuchten Wholesale Produce, Inc. ("intervening plaintiff"), for its complaint in intervention against defendants, alleges:

#### JURISDICTION AND VENUE

- 1. Jurisdiction is based on Section 5(c)(5) of the Perishable Agricultural Commodities Act (hereafter "the PACA"), 7 U.S.C. §499e(c)(5), 28 U.S.C. §1331 and 28 U.S.C. §1332.
- 2. Venue in this District is based on 28 U.S.C. §1391 in that (a) intervening plaintiff's claims arose in this District and (b) defendants' principal place of business is in this District.

#### **PARTIES**

- 3. Intervening plaintiff, Jack Tuchten Wholesale Produce, Inc., an Illinois corporation with its principal place of business in Chicago, Illinois, is engaged in the business of buying and selling wholesale quantities of produce in interstate commerce and was at all times pertinent herein, a dealer subject to and licensed under the provisions of the PACA as a dealer.
- 4. a. Defendant, MS-Grand Bridgeview, Inc., d/b/a Melrose Fresh Market ("MS-Grand"), an Illinois corporation with its principal place of business in Bridgeview, Illinois, is engaged in the business of buying and selling wholesale quantities of produce in interstate commerce and was at all times pertinent herein, a dealer subject to the provisions of the PACA.

b. Defendant, Peter Limperis and Makis Limperis, were the officers and directors of MS-Grand who controlled the day to day operations of MS-Grand and were in positions of control over the PACA trust assets belonging to intervening plaintiff.

#### **GENERAL ALLEGATIONS**

- 5. This action is brought to enforce the trust provisions of P.L. 98-273, the 1984 amendment to Section 5(c) of the PACA, 7 U.S.C. §499e(c).
- 6. Between June 1, 2008 and June 28, 2008 intervening plaintiff sold to MS-Grand, in interstate commerce, wholesale amounts of produce worth \$28,414.50.
  - 7. Defendants accepted the produce from intervening plaintiff.
- 8. At the time of receipt of the produce, intervening plaintiff became a beneficiary in a statutory trust designed to assure payment to produce suppliers. The trust consists of all produce or produce-related assets, including all funds commingled with funds from other sources and all assets procured by such funds, in the possession or control of defendants since the creation of the trust.
- 9. Intervening plaintiff preserved its interests in the PACA trust in the amount of \$28,414.50 by sending invoices to defendants which contained the language required by 7 U.S.C. §499e(c)(4) and remains a beneficiary until full payment is made for the produce. See Statement of Account and copies of Invoices, attached hereto as Exhibit 1.
- 10. Defendants have not disputed the debt in any way but have failed to make payment to intervening plaintiff in accordance with the trust provisions of PACA.
- 11. Defendants' failure and refusal to pay intervening plaintiff demonstrates that defendants are failing to maintain sufficient assets in the statutory trust to pay intervening plaintiff and are dissipating trust assets.

#### Count 1 (Failure to Pay Trust Funds)

- 12. Intervening plaintiff incorporates each and every allegation set forth in paragraphs 1 to 11 above as if fully set forth herein.
- 13. The failure of defendants to make payment to intervening plaintiff of trust funds in amount of \$28,414.50 from the statutory trust is a violation of PACA and PACA regulations, and is unlawful.

WHEREFORE, intervening plaintiff requests an order enforcing payment from the trust by requiring immediate payment of \$28,414.50 to intervening plaintiff, and for such other and further relief as the Court deems appropriate.

### Count 2 (Failure to Pay For Goods Sold)

- 14. Intervening plaintiff incorporates each and every allegation set forth in paragraphs 1 to 13 above as if fully set forth herein.
- 15. Defendants failed and refused to pay intervening plaintiff the amount of \$28,414.50 owed to intervening plaintiff for produce and other items received by defendants from intervening plaintiff.

WHEREFORE, intervening plaintiff requests judgment in the amount of \$28,414.50 against the defendants, jointly and severally, and for such other and further relief as the Court deems appropriate.

# Count 3 (Unlawful Dissipation of Trust Assets by a Company Official – Peter Limperis)

16. Intervening plaintiff incorporates each and every allegation set forth in paragraphs 1 to 15 above as if fully set forth herein.

- 17. Defendant, Peter Limperis, was an officer and director of MS-Grand during the period of time in question and who was in a position of control over the PACA trust assets belonging to intervening plaintiff.
- 18. Defendant, Peter Limperis, failed to direct the company to fulfill its statutory duties to preserve PACA trust assets and pay intervening plaintiff for the produce supplied.
- 19. Defendant, Peter Limperis's failure to direct the company to maintain PACA trust assets and pay intervening plaintiff for the produce it supplied was an unlawful dissipation of trust assets by a company official.
- 20. As a result of said unlawful dissipation of trust assets, intervening plaintiff has been deprived of its rights as a beneficiary in the produce trust and has been denied payment for the produce it supplied.

WHEREFORE, intervening plaintiff requests judgment against defendant, Peter Limperis, in the amount of \$28,414.50, and for such other and further relief as the Court deems appropriate.

# Count 4 (Unlawful Dissipation of Trust Assets by a Company Official –Makis Limperis)

- 21. Intervening plaintiff incorporates each and every allegation set forth in paragraphs 1 to 20 above as if fully set forth herein.
- 22. Defendant, Makis Limperis, was an officer and director of MS-Grand during the period of time in question and who was in a position of control over the PACA trust assets belonging to intervening plaintiff.
- 23. Defendant, Makis Limperis, failed to direct the company to fulfill its statutory duties to preserve PACA trust assets and pay intervening plaintiff for the produce supplied.

- 24. Defendant, Makis Limperis's failure to direct the company to maintain PACA trust assets and pay intervening plaintiff for the produce it supplied was an unlawful dissipation of trust assets by a company official.
- 25. As a result of said unlawful dissipation of trust assets, intervening plaintiff has been deprived of its rights as a beneficiary in the produce trust and has been denied payment for the produce it supplied.

WHEREFORE, intervening plaintiff requests judgment against defendant, Makis Limperis, in the amount of \$28,414.50, and for such other and further relief as the Court deems appropriate.

### Count 5 (Interest and Attorneys Fees)

- 26. Intervening plaintiff incorporates each and every allegation set forth in paragraphs 1 to 25 above as if fully set forth herein.
- 27. As a result of defendants' failure to make full payment promptly for the produce sold and delivered to MS-Grand, intervening plaintiff has lost the use of said money.
- 28. As a further result of defendants' failure to make full payment promptly for the produce sold and delivered to MS-Grand, intervening plaintiff has been required to pay attorney's fees and costs in order to bring this action to require defendants to comply with their statutory duties.
- 29. PACA and the invoices of intervening plaintiff entitle intervening plaintiff to recover prejudgment interest and attorney's fees incurred to collect any balance due from defendants.

WHEREFORE, intervening plaintiff requests judgment against each of the defendants, jointly and severally, for prejudgment interest, costs and attorneys fees, and for such other and further relief as the Court deems appropriate.

Dated: August 13, 2008.

McCARRON & DIESS

LAW OFFICES OF WILLIAM B. KOHN

#### By:s/ Mary Jean Fassett

Mary Jean Fassett, #9078552 4900 Massachusetts Ave., N.W. Suite 310 Washington, DC 20016 (202) 364-0400 (202) 364-2731-fax mjf@mccarronlaw.com

#### By:s/ William B. Kohn

William B. Kohn, #6196142 150 N. Wacker Drive Suite 1400 Chicago, Illinois 60606 (312) 553-1200 (312) 553-1733-fax kohn@wbkohnlaw.com

Attorneys for Intervening Plaintiff

Page: 1

Date: 08/04/08 at 2:40 PM

#### JACK TUCHTEN WHOLESALE PRODUCE, INC Age Analysis - Outstanding for Customer = MSG Aged as of 08/04/08

| Invoice# | Order#   | Ordr Dte   | Sism  | Invc Dte | Invoice Amt  | Paid Amt Adjust Am | t   | Balance Paid I    | Dte Days  | ŝ  |
|----------|----------|------------|-------|----------|--------------|--------------------|-----|-------------------|-----------|----|
| e Ma     | S-GRAND  | BRIDGEVIE\ | WINC. |          | 708/398-6320 | BRIDGEVIEW         | IL. | Cr Limit: 1       |           | •  |
| 131114   | 131114   | 06/01/08   | TS    | 06/01/08 | 1576.00      |                    | -   | 1576.00           |           |    |
| 131115   | 131115   | 06/01/08   | TS    | 06/01/08 | 132.00       |                    |     | 132.00            |           | #  |
| 131312   | 131312   | 06/02/08   | ZI    | 06/02/08 | 436.00       |                    |     | 436.00            |           | #  |
| 131684   | 131684   | 06/03/08   | ZI    | 06/03/08 | 1815.00      |                    |     | 1815.00°          | 63        |    |
| 132286   | 132286   | 06/04/08   | P     | 06/05/08 | 990.00       |                    |     | 990.00            | 62        |    |
| 132491   | 132491   | 06/05/08   | ZI    | 06/05/08 | 75.00        |                    |     | 75.00             | 60        |    |
| 133024   | 133024   | 06/06/08   | ZI    | 06/06/08 | 2022.50      |                    |     | 2022.50           | 60        |    |
| 133331   | 133331   | 06/07/08   | ZI    | 06/07/08 | 783.00       |                    |     | 783.00            | 59        |    |
| 133389   | 133389   | 06/07/08   | ZI    | 06/07/08 | 870.00       |                    |     | 870.00            | 58        |    |
| 134183   | 134183   | 06/10/08   | MC    | 06/10/08 | 722.50       |                    |     |                   | 58        |    |
| 134199   | 134199   | 06/10/08   | MC    | 06/10/08 | 640.00       |                    |     | 722.50            | 55        |    |
| 134215   | 134215   | 06/10/08   | Z!    | 06/10/08 | 2172.00      |                    |     | 640.00            | 55        |    |
| 135882   | 135882   | 06/14/08   | Z!    | 06/14/08 | 2558.50      |                    |     | 2172.00           | 55        |    |
| 136131   | 136131   | 06/15/08   | TS    | 06/15/08 | 1615.00      |                    |     | 2558.50           | 51        |    |
| 136140   | 136140   | 06/15/08   | TS    | 06/15/08 | 1715.00      |                    |     | 1615.00           | 50        |    |
| 136417   | 136417   | 06/16/08   | ZI    | 06/16/08 | 947.50       |                    |     | 1715.00<br>947.50 | 50        |    |
| 136931   | 136931   | 06/17/08   | ZI    | 06/17/08 | 434.00       |                    |     |                   | 49        |    |
| 136988   | 136988   | 06/17/08   | ZI    | 06/17/08 | 1848.00      |                    |     | 434.00            | 48        |    |
| 138629   | 138629   | 06/21/08   | ZI    | 06/21/08 | 1472.50      |                    |     | 1848.00           | 48        |    |
| 138844   | 138844   | 06/22/08   | GH    | 06/22/08 | 690.00       |                    |     | 1472.50           | 44        |    |
| 139031   | 139031   | 06/23/08   | 21    | 06/23/08 | 1210.50      |                    |     | 690.00            | 43        |    |
| 39035    | 139035   | 06/23/08   |       | 06/23/08 | 120.00       |                    |     | 1210.50           | 42        |    |
| 39433    | 139433   |            |       | 06/24/08 | 1909.50      |                    |     | 120.00            | 42        |    |
| 40155    | 140155   | 06/26/08   |       | 06/26/08 | 1330.00      |                    |     | 1909.50           | 41        |    |
| 41049    | 141049   | 06/28/08   |       | 06/28/08 | 330.00       |                    |     | 1330.00           | 39        |    |
| MS       | -GRAND B | RIDGEVIEW  |       |          |              |                    |     | 330.00            | 37        | ## |
|          |          | MOGEVIEW   | INC.  | Totals:  | 28414.50     |                    |     | 28414.50          |           |    |
|          |          |            |       |          |              | Totals:            |     | 0.00 0.0          | % 0 - 1:  | ς. |
|          |          |            |       |          |              |                    |     |                   | % 16 - 30 |    |
|          |          |            |       |          |              |                    | 7   |                   | % 31 - 45 |    |
|          |          |            |       |          |              |                    | 21  |                   | % 46 - 0  |    |

Aged Total:

**Total Credits:** 

Grand Total:

28414.50

28414.50

0.00



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WHOLESALE PRODUCE, INC.

Salesmn: TS

Chicago International Produce Market

Date: 06/01/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608 PHONE: 312/226-4536

FAX: 312/226-7796

Invoice: 131114

MS-GRAND BRIDGEVIEW

DBA MELROSE FRESH MARKET 10280 S.

| ; |             |                                       |       |         |
|---|-------------|---------------------------------------|-------|---------|
| T | Quantity UM | Description                           | Price | Amount  |
|   | 216         | STRAWBERRY, CLAMSHELL CA<br>CAL-FRUIT | 6.00  | 1296.00 |
|   | 56          | ROMAINE HEARTS, 12/3<br>ADAM BROS     | 5.00  | 280.00  |

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Total

1576.00

\*The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Interest at 1.5% per month added to unpaid balance. Interest and attorney's fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction under the PACA trust.\*



08/14/2008

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Salesmn: TS

Date: 06/01/08

WHOLESALE PRODUCE, INC. Chicago International Produce Market

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608

PHONE: 312/226-4536

FAX: 312/226-7796

Invoice: 131115

**MS-GRAND BRIDGEVIEW** 

DBA MELROSE FRESH MARKET 10280 S.

| T | Quantity UM | Description                  | Price | Amount |
|---|-------------|------------------------------|-------|--------|
|   | 8           | APRICOT TRAY PACK, 64        | 12.00 | 96.00  |
|   | 3           | Z&S<br>APRICOT TRAY PACK, 72 | 12.00 | 36.00  |
|   |             | Z&S                          |       |        |

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Total

132.00

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JACK TUCHTEN

Salesmn: ZI

WHOLESALE PRODUCE, INC. Chicago International Produce Market

Date: 06/02/08

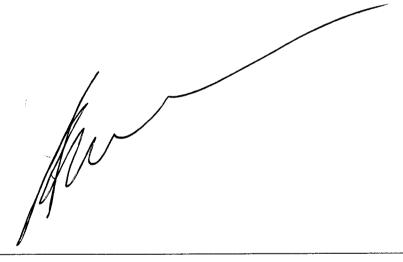
2404 South Wolcott, Unit 31 · Chicago, Illinois 60608 Invoice: 131312 PHONE: 312/226-4536

FAX: 312/226-7796

#### **MS-GRAND BRIDGEVIEW**

DBA MELROSE FRESH MARKET 10280 S.

| T | Quantity UM | Description          | Price | Amount |
|---|-------------|----------------------|-------|--------|
| - | 7           | D' ANJOU, RED 70     | 15.00 | 105.00 |
|   |             | DOVEX                |       |        |
|   | 7           | D'ANJOU, 70          | 28.00 | 196.00 |
|   |             | DOVEX                |       |        |
|   | 10          | KIWI, VOLUME FILL 39 | 13.50 | 135.00 |
|   |             | DEL MONTE            |       |        |



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Total

436.00

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Salesmn: ZI

WHOLESALE PRODUCE, INC. Chicago International Produce Market

Date: 06/03/08

PHONE: 312/226-4536

FAX: 312/226-7796

2404 South Wolcott, Unit 31 · Chicago, Illinois 60608 Invoice: 131684

#### MS-GRAND BRIDGEVIEW

DBA MELROSE FRESH MARKET 10280 S.

| Quantity UM | Description           | Price | Amount  |
|-------------|-----------------------|-------|---------|
| 85          | RED, GRAPE FLAME      | 15.00 | 1275.00 |
|             | DEL-MONTE             |       |         |
| 10          | D'ANJOU, 70           | 28.00 | 280.00  |
|             | DOVEX                 |       |         |
| 20          | CUCUMBER SEEDLESS, 12 | 13.00 | 260.00  |

Willo

Page 1 of 1 **Total** 

1815.00

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08/14/2008

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Salesmn: P

Chicago International Produce Market

Date: 06/05/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608 PHONE: 312/226-4536

FAX: 312/226-7796

Invoice: 132286

MS-GRAND BRIDGEVIEW

DBA MELROSE FRESH MARKET 10280 S.

| T | Quantity UM | Description             | Price  | Amount |
|---|-------------|-------------------------|--------|--------|
| - | 6           | CANTALOUPE, LARGE (BIN) | 165.00 | 990.00 |

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Total

990.00

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Salesmn: Zi

Date: 06/05/08

WHOLESALE PRODUCE, INC.

Chicago International Produce Market 2404 South Wolcott, Unit 31 • Chicago, Illinois 60608

PHONE: 312/226-4536 FAX: 312/226-7796

Invoice:132491

**MS-GRAND BRIDGEVIEW** 

DBA MELROSE FRESH MARKET 10280 S.

| = | Quantity UM | Description      | Price | Amount |
|---|-------------|------------------|-------|--------|
|   | 5           | D' ANJOU, RED 70 | 15.00 | 75.00  |
|   |             | DOVEX            |       | Ì      |

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Total

75.00

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WHOLESALE PRODUCE, INC.

Salesmn: ZI

Chicago International Produce Market

Date: 06/06/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608 PHONE: 312/226-4536

FAX: 312/226-7796

Invoice: 133024

**MS-GRAND BRIDGEVIEW** 

DBA MELROSE FRESH MARKET 10280 S.

| 1 | Quantity UM | Description                            | Price | Amount  |
|---|-------------|--|-------|---------|
|   | 20          | BEAN, GREEN                            | 17.50 | 350.00  |
|   | 35          | ROMAINE, 24<br>FOXY                    | 13.50 | 472.50  |
|   | 80          | NECTARINE, VOLUME FILL 64<br>TOP SHELF | 15.00 | 1200.00 |



2022.50 1 of 1 Total Page

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Salesmn: Zi

WHOLESALE PRODUCE, INC. Chicago International Produce Market

Date: 06/07/08

PHONE: 312/226-4536

FAX: 312/226-7796

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608 Invoice: 133331

MS-GRAND BRIDGEVIEW

DBA MELROSE FRESH MARKET 10280 S.

| Quantity UM | Description               | Price | Amount |
|-------------|---------------------------|-------|--------|
| 42          | CANTALOUPE, 9 SIZE JUMBO  | 11.50 | 483.00 |
| 20          | BIG A<br>HONEYDEW, 6 SIZE | 7.50  | 150.00 |
| 20          | DEL-MONTE                 |       |        |
| 10          | D' ANJOU, RED 70          | 15.00 | 150.00 |
|             | DOVEX                     |       |        |



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Total

783.00

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Salesmn: ZI

WHOLESALE PRODUCE, INC. Chicago International Produce Market

Date: 06/07/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608 PHONE: 312/226-4536

Invoice: 133389

MS-GRAND-BRIDGEVIEW

FAX: 312/226-7796

DBA MELROSE FRESH MARKET 10280 S.

| T | Quantity UM | Description     | Price | Amount |
|---|-------------|-----------------|-------|--------|
|   | 60          | EGGPLANT, FANCY | 14.50 | 870.00 |

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1 of 1 Page

Total

870.00

"The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(e) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(e)). The selfer of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Interest Act, Supermonth added to unpaid balance. Interest and attorney's fees necessary to collect any balance due hereunder shall be considered sums using in connection with this transaction under the PACA trust."

Document

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Salesmn: MC

WHOLESALE PRODUCE, INC. Chicago International Produce Market

Date: 06/10/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608 PHONE: 312/226-4536

FAX: 312/226-7796

Invoice: 134183

**MS-GRAND BRIDGEVIEW** 

DBA MELROSE FRESH MARKET 10280 S.

| Quantity UM | Description             | Price | Amount |
|-------------|-------------------------|-------|--------|
| 85          | BASKET FLOWERS, REGULAR | 8.50  | 722.50 |

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1 of 1 Page

**Total** 

722.50

"The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The selber of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Interest at 1.5% per month added to uppaid balance. Interest and autorney's fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction under the PACA trust.\*



**JACK TUCHTEN** 

Salesmn: MC

WHOLESALE PRODUCE, INC. Chicago International Produce Market

Date: 06/10/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608

PHONE: 312/226-4536

FAX: 312/226-7796

Invoice: 134199

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MS-GRAND BRIDGEVIEW

DBA MELROSE FRESH MARKET 10280 S.

| Quantity UM | Description                    | Price | Amount |
|-------------|--------------------------------|-------|--------|
| 40          | FLATS, ITALIAN BASIL (15/FLAT) | 16.00 | 640.00 |

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Page

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Total

640.00

\*The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499c(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any roccivables or proceeds from the sale of these commodities until full payment is received. Interest at 1.5% per month added to unpaid balance. Interest and attorney's fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction under the PACA trust.\*



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Salesmn: ZI

WHOLESALE PRODUCE, INC. Chicago International Produce Market

Date: 06/10/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608 PHONE: 312/226-4536

FAX: 312/226-7796

Invoice: 134215

**MS-GRAND BRIDGEVIEW** 

DBA MELROSE FRESH MARKET 10280 S.

| Quantity UM | Description           | Price | Amount  |
|-------------|-----------------------|-------|---------|
| 96          | GREEN, GRAPE PERLETTE | 12.00 | 1152.00 |
|             | OPPENHEIMR            |       |         |
| 85          | RED, GRAPE FLAME      | 12.00 | 1020.00 |
|             | DEL-MONTE             |       |         |

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Page

1 of 1

Total

2172.00

\*The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1939 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Interest at 1.5% per menth added to unpaid balance. Interest and attorney's fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction under the PACA trust.\*



### WHOLESALE PRODUCE, INC.

Salesmn: ZI

Chicago International Produce Market

Date: 06/14/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608 PHONE: 312/226-4536

FAX: 312/226-7796

Invoice:135882

#### MS-GRAND BRIDGEVIEW

DBA MELROSE FRESH MARKET 10280 S.

| Quantity UM | Description                      | Price | Amount  |
|-------------|----------------------------------|-------|---------|
| 10          | D'ANJOU, 70<br>DOVEX             | 28.00 | 280.00  |
| 85          | RED, GRAPE FLAME LUZ ELENA       | 12.00 | 1020.00 |
| 96          | GREEN, GRAPE PERLETTE OPPENHEIME | 11.00 | 1056.00 |
| 15          | ROMAINE, 24<br>FOXY              | 13.50 | 202.50  |



Total 2558.50 1 of 1 Page

\*The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Interest at 1.5% per month added to unpaid balance. Interest and attorney's fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction under the PACA trust.\*

Salesmn: TS

WHOLESALE PRODUCE, INC. Chicago International Produce Market

Date: 06/15/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608 PHONE: 312/226-4536

FAX: 312/226-7796

Invoice: 136131

#### MS-GRAND BRIDGEVIEW

DBA MELROSE FRESH MARKET 10280 S.

| T | Quantity UM | Description              | Price | Amount |
|---|-------------|--------------------------|-------|--------|
|   | 34          | RED, GRAPE FLAME         | 12.00 | 408.00 |
|   |             | LUZ ELENA                |       |        |
|   | 51          | RED, GRAPE FLAME         | 12.00 | 612.00 |
|   |             | LUZ ELENA                |       |        |
|   | 64          | STRAWBERRY, CLAMSHELL CA | 7.50  | 480.00 |
|   |             | SEA BREEZE               |       |        |
|   | 10          | CANTALOUPE, 9 SIZE       | 11.50 | 115.00 |
|   |             | NIKI                     |       |        |

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1 of 1

**Total** 

1615.00

\*The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499c(o)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Interest at 1.5% per month added to unpaid balance. Interest and attorney's fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction under the PACA trust.\*



Salesmn: TS

WHOLESALE PRODUCE, INC. Chicago International Produce Market

Date: 06/15/08

Chicago International Produce Market

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608 Invoice: 136140

FAX: 312/226-7796

PHONE: 312/226-4536

DBA MELROSE FRESH MARKET 10280 S.

| Quantity UM | Description                                       | Price | Amount  |
|-------------|---|-------|---------|
| 216         | STRAWBERRY, CLAMSHELL CA                          | 5.00  | 1080.00 |
| 20          | RED BLOSSO<br>LETTUCE CELLO, 24                   | 19.00 | 380.00  |
| 15          | KINGSIZE<br>GRAPEFRUIT, STAR RUBY 36<br>RIVERSIDE | 17.00 | 255.00  |

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Page 1 of 1

Total

1715.00

"The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499c(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Interest at 1.5% per month added to unpaid balance, interest and autorney's fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction under the PACA trust."

Salesmn: Zi

WHOLESALE PRODUCE, INC. Chicago International Produce Market

Date: 06/16/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608 PHONE: 312/226-4536

FAX: 312/226-7796

Invoice: 136417-A

#### MS-GRAND BRIDGEVIEW

DBA MELROSE FRESH MARKET 10280 S.

|             |                         |       | · · · · · · · · · · · · · · · · · · · |
|-------------|-------------------------|-------|---------------------------------------|
| Quantity UM | Description             | Price | Amount                                |
| 5           | ROMAINE, 24             | 13.50 | 67.50                                 |
|             | FOXY                    |       |                                       |
| 15          | LIME 230                | 8.00  | 120.00                                |
|             | CHELY                   |       |                                       |
| 15          | GRAPEFRUIT, WHITE, 36   | 17.00 | 255.00                                |
|             | RIVERSIDE               |       |                                       |
| 10          | ASPARAGUS, 28# STANDARD | 41.00 | 410.00                                |
|             | DOLE                    |       |                                       |
| 4           | CANTALOUPE, TUSCAN      | 7.50  | 30.00                                 |
|             | DULCINEA                |       |                                       |
| 10          | WATERMELON, BABY        | 6.50  | 65.00                                 |
|             | DUI CINEA               |       |                                       |

Mide

Page 1 of 1 **Total** 

947.50

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Salesmn: Zi

WHOLESALE PRODUCE, INC. Chicago International Produce Market

Date: 06/17/08

2404 South Wolcott, Unit 31 · Chicago, Illinois 60608 Invoice: 136931 PHONE: 312/226-4536

FAX: 312/226-7796

**MS-GRAND BRIDGEVIEW** 

DBA MELROSE FRESH MARKET 10280 S.

| Quantity UM | Description          | Price | Amount |
|-------------|----------------------|-------|--------|
| 70          | HONEYDEW, 6 SIZE     | 6.00  | 420.00 |
|             | BURNAND              |       |        |
| 1           | MUSHROOM, BABY BELLA | 14.00 | 14.00  |

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1 of 1 Page

Total

434.00

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Salesmn: ZI

WHOLESALE PRODUCE, INC. Chicago International Produce Market

Date: 06/17/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608 PHONE: 312/226-4536

FAX: 312/226-7796

Invoice: 136988

**MS-GRAND BRIDGEVIEW** 

DBA MELROSE FRESH MARKET 10280 S.

| Quantity UM | Description           | Price | Amount  |
|-------------|-----------------------|-------|---------|
| 88          | CHERRY, BING 11.5 ROW | 21.00 | 1848.00 |
|             | FARMINGTON            |       | •       |

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1 of 1 Page

Total

1848.00

\*The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Interest at 1.5% per month added to unpaid balance. Interest and attorney's fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction under the PACA trust.\*



Salesmn: Zl

Chicago International Produce Market

Date: 06/21/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608 PHONE: 312/226-4536

FAX: 312/226-7796

Invoice: 138629

#### MS-GRAND BRIDGEVIEW

DBA MELROSE FRESH MARKET 10280 S.

| Quantity | UM Description                  | Price | Amount |
|----------|---------------------------------|-------|--------|
| 10       | LIME 230                        | 8.00  | 80.00  |
|          | CHELY                           |       |        |
| 13       | GALA, 110                       | 37.50 | 487.50 |
| 50       | RED, GRAPE FLAME DEL-MONTE      | 11.50 | 575.00 |
| 10       | CELERY, SLEEVED 24<br>BLACK BOX | 18.00 | 180.00 |
| 10       | EGGPLANT, FANCY                 | 15.00 | 150.00 |

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Total

1472.50

\*The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499c(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Interest at 1.5% per month added to unpaid balance. Interest and attorney's fees accessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction under the PACA trust.\*



Salesmn: GH Date: 06/22/08 WHOLESALE PRODUCE, INC. Chicago International Produce Market

Chicago International Produce Market
2404 South Wolcott, Unit 31 • Chicago, Illinois 60608

PHONE: 312/226-4536

FAX: 312/226-7796

Invoice:138844

#### MS-GRAND-BRIDGEVIEW

DBA MELROSE FRESH MARKET 10280 S.

|            |                         | <br>  |        |
|------------|-------------------------|-------|--------|
| Quantity U | n Description           | Price | Amount |
| 20         | LEMON, 235CT<br>PREMIER | 21.00 | 420.00 |
| 20         | BLACK, PLUM 70<br>Z&S   | 13.50 | 270.00 |

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Page

1 of 1

Total

690.00

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WHOLESALE PRODUCE, INC.

Salesmn: ZI

Chicago International Produce Market

2404 South Wolcott, Unit 31 · Chicago, Illinois 60608 Invoice: 139031 Date: 06/23/08 PHONE: 312/226-4536

Document

FAX: 312/226-7796

MS-GRAND BRIDGEVIEW

DBA MELROSE FRESH MARKET 10280 S.

| Quantity UM | Description            | Price | Amount       |
|-------------|------------------------|-------|--------------|
| 25          | PLUOT 50               | 19.00 | 475.00       |
|             | CALIFORNIA             |       |              |
| 5           | LEMON, 95              | 40.00 | 200.00       |
|             | PREMIER                |       |              |
| 15          | PINEAPPLE 6            | 12.00 | 180.00       |
|             | CHIQUITA               |       |              |
| 20          | LIME 230               | 8.00  | 160.00       |
|             | CHELY                  |       |              |
| 1           | DILL, 24 BUNCH         | 18.00 | 18.00        |
|             |                        | 40.00 | <b>70.50</b> |
| 5           | ONION GREEN, JUMBO OMO | 10.50 | 52.50        |
| 5           | POTATO WHITE, A        | 25.00 | 125.00       |

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Page 1 of 1 Total

1210.50

\*The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Interest at 1.5% per month added to unpaid halance. Interest and attorney's fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction under the PACA trust.\*

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WHOLESALE PRODUCE, INC.

Chicago International Produce Market

Date: 06/23/08

Salesmn: ZI

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608 Invoice: 139035 PHONE: 312/226-4536

FAX: 312/226-7796

**MS-GRAND BRIDGEVIEW** 

DBA MELROSE FRESH MARKET 10280 S.

| Quantity UM | Description             | Price | Amount |
|-------------|-------------------------|-------|--------|
| 5           | TOMATO GRAPE, 12/1 PINT | 24.00 | 120.00 |
|             | DEWITT                  |       |        |

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Page

1 of 1

**Total** 

120.00

\*The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Interest at 1.5% per month added to unpaid balance. Interest and attorney's fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction under the PACA trust.\*

## WHOLESALE PRODUCE, INC.

Salesmn: ZI

Chicago International Produce Market

Date: 06/24/08 PHONE: 312/226-4536

Document 21

FAX: 312/226-7796

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608 Invoice: 139433

#### **MS-GRAND BRIDGEVIEW**

DBA MELROSE FRESH MARKET 10280 S.

| Quantity UM | Description               | Price | Amount |
|-------------|---------------------------|-------|--------|
| 4           | RED LEAF                  | 12.50 | 50.00  |
| ē.          | TOPLESS                   |       |        |
| 1           | ESCAROLE                  | 15.00 | 15.00  |
| _           | WESTERN EX                | 4.500 |        |
| 2           | ENDIVE                    | 15.00 | 30.00  |
|             | TOPLESS                   | 17.50 | 35.00  |
| 2           | ANISE<br>BONIPAK          | 17.50 | 35.00  |
| 5           | CARROTS, CELLO CALIFORNIA | 17.50 | 87.50  |
| 9           | OAMOTO, OLLLO OALII OMMA  | 17.00 | 01.00  |
| 10          | CAULIFLOWER, 9            | 13.00 | 130.00 |
|             | FOXY                      |       |        |
| 20          | ZUCCHINI, FANCY           | 12.00 | 240.00 |
|             | PACIFIC CO                |       |        |
| 15          | EGGPLANT, FANCY           | 15.00 | 225.00 |
| 20          | DEWITT                    | 21.00 | 420.00 |
| 20          | LEMON, 235CT<br>PREMIER   | 21.00 | 420.00 |
| 5           | PACKHAM, 70               | 29.00 | 145.00 |
| ,           | I AOMIANI, IV             | 23.00 | 140.00 |
| 56          | CANTALOUPE, 12 SIZE       | 9.50  | 532.00 |
|             | AMARAL                    | -104/ | ~/ n   |

1 of 1 Page

**Total** 

1909.50

<sup>\*</sup>The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receiveds from the sale of these commodities until full payment is received. Interest all 5% per month added to unpaid balance. Interest and attorney's fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction under the PACA trust.\*

All claims of whatever nature must be made immediately upon receipt of goods. Purchaser must assume all risk.



Salesmn: GH

Chicago International Produce Market

Date: 06/26/08

2404 South Wolcott, Unit 31 • Chicago, Illinois 60608 PHONE: 312/226-4536 FAX: 312/226-7796 Invoice: 140155

MS-GRAND BRIDGEVIEW

DBA MELROSE FRESH MARKET 10280 S.

| Quantity UM | Description                           | Price | Amount |
|-------------|---------------------------------------|-------|--------|
| 15          | LETTUCE CELLO, 24<br>GREENGIANT       | 14.00 | 210.00 |
| 10          | ORANGE FL, VALENCIA 125<br>RIVER PRID | 16.00 | 160.00 |
| 80          | PEACH, VOLUME FILL 72<br>Z&S          | 12.00 | 960.00 |

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Page 1 of 1

**Total** 

1330.00

<sup>\*</sup>The perishable agricultural commodities listed on this invoice are sold subject to the statutory trust authorized by Section 5(c) of the Perishable Agricultural Commodities Act, 1930 (7 U.S.C. 499e(c)). The seller of these commodities retains a trust claim over these commodities, all inventories of food or other products derived from these commodities, and any receivables or proceeds from the sale of these commodities until full payment is received. Interest 30 per month added to unpaid balance. Interest and attorney's fees necessary to collect any balance due hereunder shall be considered sums owing in connection with this transaction under the PACA trust.\*

All claims of whatever nature must be made immediately upon receipt of goods. Purchaser must assume all risk.

Document 08/14/2008

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Salesmn: ZI

WHOLESALE PRODUCE, INC.

Date: 06/28/08

Chicago International Produce Market 2404 South Wolcott, Unit 31 • Chicago, Illinois 60608

PHONE: 312/226-4536

FAX: 312/226-7796

Invoice:141049-A

### MS-GRAND BRIDGEVIEW

DBA MELROSE FRESH MARKET 10280 S.

| Quantity UM | Description                | Price | Amount |
|-------------|----------------------------|-------|--------|
| 5           | CELERY, SLEEVED 30<br>DOLE | 22.00 | 110.00 |
| 20          | PINEAPPLE 8<br>CHIQUITA    | 11.00 | 220.00 |

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Page 1 of 1

Total

330.00

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